

Dec 1st, 2017

Yiwei She  
1911 California St Apt 2,  
Mountain View, CA, 94040

Re: Offer of Employment by Landing.AI (US) Corp.

Dear Yiwei She:

I am very pleased to confirm our offer to you of employment with Landing.AI (US) Corp. (the "Company"). You will be hired in the position of Machine Learning Engineer. Your start date will be on or about December 18, 2017 (the "Effective Date"). The terms of our offer and the benefits currently provided by the Company are as follows:

1. **Base Salary.** The Company will pay you a starting base salary at the rate of \$80,000 per year, less applicable withholdings and deductions, payable in accordance with the Company's standard payroll schedule and procedures. This salary will be subject to adjustment pursuant to the Company's employee compensation policies in effect from time to time.
2. **Signing Bonus.** You will receive a signing bonus of \$10,000 in the first payroll period following the Effective Date (the "Initial Signing Bonus"), subject to applicable tax withholding. Upon your resignation from or termination of employment for any reason, in either case occurring within six (6) months of the Effective Date, you shall repay the Initial Signing Bonus, prorated based on the number of full calendar months you were employed by the Company as of the date of your termination.
3. **Benefits.** As a regular employee of the Company, you will be eligible to participate in Company-sponsored benefits that are generally available to all employees in accordance with the Company's employee compensation policies. In addition, you will be entitled to paid vacation in accordance with the Company's vacation policy, as in effect from time to time. Such policies are subject to adjustment from time to time at the discretion of the Company. The Company will reimburse you for reasonable and documented business expenses you incur during your employment with the Company and on behalf of the Company; provided, that you will furnish the Company with itemized accounts and supporting documentation for any such expenses, to be approved by the Company in accordance with the Company's policies, including expense reimbursement policy. Such reimbursement applications shall be made no later than the end of your taxable year following your taxable year in which the related expense was incurred.

The Company reserves the right to amend or otherwise modify, in its sole discretion, any provisions under this Section and its expense reimbursement policy.

4. **Options.** We will recommend to the Board of Directors (the “Landing.AI Board”) of Landing.AI, the Company’s parent company, that you be granted an option to purchase up to 20,000 Ordinary Shares of Landing.AI (the “Option”) under Landing.AI’s 2017 Equity Incentive Plan (the “Plan”) at an exercise price per share equal to the per share fair market value of Ordinary Shares of Landing.AI, as determined by the Landing.AI Board on the date the Landing.AI Board approves such grant. The Option will vest over four (4) years, with 25% of the total number of shares subject to the Option vesting on the one (1) year anniversary of the Effective Date (the “First Vesting Date”), and the remainder vesting in equal installments on each of the 36 monthly anniversaries of the First Vesting Date thereafter. Vesting will depend on your continued service with the Company and will be subject to the terms and conditions of the Plan and the written Stock Option Agreement governing the Option. However, the grant of such Option by Landing.AI is subject to and conditional upon the approval of the Landing.AI Board. Further details on the Plan and any specific option grant to you will be provided upon approval of such grant by the Landing.AI Board. The Plan is pending adoption and approval by the Landing.AI Board and its stockholders, and therefore, no option can be granted until such approvals have been obtained.

5. **Confidentiality.** As an employee of the Company, you will have access to certain confidential information of the Company and you may, during the course of your employment, develop certain information or inventions that will be the property of the Company. To protect the interests of the Company, you will need to sign the Company’s standard “Employee Confidentiality and Invention Assignment Agreement” as a condition of your employment. We wish to impress upon you that we do not want you to, and we hereby direct you not to, bring with you any confidential or proprietary material of any former employer or to violate any other obligations you may have to any former employer. During the period that you render services to the Company, you agree to not engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company. You will disclose to the Company in writing any other gainful employment, business or activity that you are currently associated with or participate in that competes with the Company. You will not assist any other person or organization in competing with the Company or in preparing to engage in competition with the business or proposed business of the Company.

6. **No Breach of Obligations to Prior Employers.** You represent that your signing of this offer letter, agreement(s) concerning stock options granted to you, if any, under the Plan and the Company’s Proprietary Information and Inventions Assignment Agreement and your commencement of employment with the Company will not violate any agreement currently in place between yourself and current or past employers.

7. **At Will Employment.** While we look forward to a long and profitable relationship, should you decide to accept our offer, you will be an at-will employee of the Company, which means the employment relationship can be terminated by either of us for any reason, at any time, with or without prior notice and with or without cause. Any statements or representations to the contrary (and, indeed, any statements contradicting any provision in this letter) should be regarded by you as ineffective. Further, your participation in any stock option or benefit program is not to be regarded as assuring you of continuing employment for any particular period of time. Any modification or change in your at will employment status may only occur by way of a written employment agreement signed by you and the Company.

8. **Authorization to Work.** Please note that because of employer regulations adopted in the Immigration Reform and Control Act of 1986, within three (3) business days of starting your new position you will need to present documentation demonstrating that you have authorization to work in the United States. If you have questions about this requirement, which applies to U.S. citizens and non-U.S. citizens alike, you may contact our personnel office.

9. **Entire Agreement.** This offer, once accepted, constitutes the entire agreement between you and the Company with respect to the subject matter hereof and supersedes all prior offers, negotiations and agreements, if any, whether written or oral, relating to such subject matter. You acknowledge that neither the Company nor its agents have made any promise, representation or warranty whatsoever, either express or implied, written or oral, which is not contained in this agreement for the purpose of inducing you to execute the agreement, and you acknowledge that you have executed this agreement in reliance only upon such promises, representations and warranties as are contained herein.

10. **Acceptance.** This offer will remain open until December 10, 2017. If you decide to accept our offer, and I hope you will, please sign the enclosed copy of this letter in the space indicated and return it to me. Your signature will acknowledge that you have read and understood and agreed to the terms and conditions of this offer letter and the attached documents, if any. Should you have anything else that you wish to discuss, please do not hesitate to call me.

We look forward to the opportunity to welcome you to the Company.

Very truly yours,

Landing.AI (US) Corp.

By: \_\_\_\_\_  
Tian Wu, Director of Operations

I have read and understood this offer letter and hereby acknowledge, accept and agree to the terms as set forth above and further acknowledge that no other commitments were made to me as part of my employment offer except as specifically set forth herein.

By: Yiwei She  
Yiwei She

Date signed: 12/7/2017